

# **MEMORANDUM OF UNDERSTANDING**

## **California High Speed Rail Authority – San Joaquin Regional Rail Commission**

This Memorandum of Understanding is between the California High Speed Rail Authority (“Authority”) and the San Joaquin Regional Rail Commission (“Commission”) regarding the planning and development for certain passenger rail activities in the region consisting of (1) the Altamont Rail Corridor, linking the northern San Joaquin Valley and the Bay Area, and (2) the corridor between Sacramento and Merced, hereafter referred to simply as “the region.”

The parties to this Memorandum of Understanding share the common understanding that is stated below:

A. The Authority is responsible for preparing a plan and design for the High Speed Train (HST) system, conducting environmental studies and obtaining necessary permits, and undertaking the construction and operation of a high-speed train passenger network in California. The Authority is also engaged in the planning and implementation of a joint use (Regional Rail and HST) project in the Altamont Corridor between the Central Valley and Bay Area, and the HST corridor linking Sacramento to Merced.

B. The Altamont Commuter Express (ACE), which is managed and operated by the Commission, provides regional rail service in the Altamont Corridor between Stockton and San Jose. ACE has been studying and implementing a wide range of strategies and solutions to improve the speed and reliability of the ACE regional rail trains. These include seeking dedicated passenger tracks/right-of-way, and ultimately extending regional rail service to Sacramento and Merced.

C. As a complement to the statewide HST services, the Authority is pursuing a partnership with local and regional agencies and transit providers to propose and develop a joint-use (“Regional Rail” and HST) passenger rail infrastructure project in the Altamont Pass corridor as advocated in MTC’s recently approved “Regional Rail Plan for the San Francisco Bay Area.” Regionally provided commuter services would require regional investment for additional infrastructure needs and potentially need operational subsidies. The Authority cannot unilaterally plan for regionally operated commuter services. The Authority’s pursuit of improved regional rail service in the Altamont Pass corridor is being done in partnership with local and regional governments for the joint-use (“regional rail” and HST) infrastructure. The Authority is working in partnership with other agencies to secure local, state, federal, and private funding to develop a joint-use infrastructure project in the Altamont Corridor.

D. The Altamont Pass could provide quick travel times between Sacramento/northern San Joaquin Valley and the Bay Area and is supported by the Commission because of its potential for serving travel between these markets. To lay the groundwork for a possible future Regional Rail/HST Altamont Pass project, the Authority is working with Altamont Commuter Express (ACE), San Joaquin Council of Governments (SJCOG), California Partnership for the San Joaquin Valley, the Tri-Valley Regional Rail Policy Working Group, Alameda County Congestion Management Agency (Alameda County CMA), Caltrain, Capitol Corridor, Metropolitan Transportation Commission (MTC), and Bay Area Rapid Transit (BART) and others to get the Altamont Regional Rail/HST project identified in the update to the 2035 Regional Transportation Plan (RTP) and funds programmed in the 2035 RTP and RTIP.

The parties, therefore, agree as follow:

1. The parties agree to coöperate fully in their respective work in planning and developing HST and regional rail services in the region. It is the parties' shared objective to enhance transportation opportunities for the public in the region.
2. The parties agree to continue to work coöperatively throughout the preparation of the Authority's technical studies and the project level EIRs/EISs in the region, and other directly related planning and project development activities, and to further consideration of joint use passenger improvements for regional rail and HST in the region.
3. The parties agree to the following general planning principles and shared objectives:
  - (a) The shared objective is either a dedicated right of way for passenger HST and regional rail service, or dedicated passenger trackage within a suitably improved existing railroad right of way.
  - (b) connection opportunities with BART and local transit networks in the region should be maximized to the extent appropriate and feasible.
  - (c) eventually, rail segments in the region will be fully grade separated, electrified, and suitable for operation of lightweight regional rail and HST trainsets.
  - (d) the shared objective is to plan for phased improvements so that in the near term ACE service can continue to be provided using standard weight passenger consists.

4. The parties agree that the purpose of this MOU is to continue and to expand cooperation among the parties. To this end, the parties agree to share the results of their work, including technical studies, and to confer at regular and frequent intervals. Among other things, the parties will consult one another with regard to the possibilities of shared use of right-of-way, coordination of operations, and joint development of any shared railway infrastructure.

5. Each party agrees to encourage public awareness of and involvement in the environmental review processes in which the agencies are engaged.

6. The parties recognize that realistic planning for the future of the Altamont Rail Corridor requires recognition of existing constraints along this corridor and also requires recognition of the need for cooperation and coordination among all of the agencies which have responsibilities to address public transportation needs along that corridor.

7. Each party intends to use the products of the technical studies consistent with its respective authorities and to the extent appropriate. The parties recognize that under state and federal law, any party preparing an environmental document has certain obligations and responsibilities with respect to the preparation of that document, and with respect to intermediate decisions which must be made in the course of preparation of the document. The parties further recognize that there are obligations and responsibilities which cannot be delegated or assigned by the preparing party to someone else or to another agency. Nothing in this agreement is intended to affect those obligations and responsibilities, nor to affect in any way which is contrary to the law the decision-making responsibilities of any party to this agreement. Each party to this agreement is responsible for making its own determination as to the usefulness or as to the propriety of its use of or reliance upon the work product of any other party to this agreement. It is not intended by this agreement that any party to this agreement represents or warrants that its work product is sufficient for the purposes to which another party may wish to apply that work product. This MOU does not reduce, expand, transfer, or alter in any way any of the statutory or regulatory authorities or responsibilities of any party hereto.

8. This agreement is intended to be the first of a series of agreements, each of which is expected to be more specific as planning work progresses and becomes more focused. In addition, this agreement itself is not intended to remain unchanged, but may evolve in the future and as the parties confront various problems. All or portions of this memorandum may be modified to accommodate the needs of the parties as planning work progresses, either through direct amendment of this memorandum or through supplemental memoranda, as deemed appropriate by the parties.

9. This agreement is effective upon execution by both parties and shall continue in effect until and unless terminated by both parties through mutual agreement or upon 30 days' written notice delivered by the party seeking to terminate the agreement to the other party.

Signatures, etc.